



BURLINGTON NORTHERN INTERSTATE COMMERCE COMMISSION

REC-5909-G FILE # 1425

OCT 22 1979 - 9 45 AM

S-833AG20
OCT 21 1979
Date
Fee \$ 10.00

ICC Washington, D. C.

176 East Fifth Street
St. Paul, Minnesota 55101
Telephone (612) 298-2121

LAW DEPARTMENT

Office of the Secretary
Interstate Commerce Commission
Washington, D.C. 20423

October 17, 1979

Dear Secretary:

Enclosed for filing, pursuant to Section 20c of the Interstate Commerce Act, are three counterparts of a Supplemental Lease of Equipment dated October 1, 1979, supplementing Burlington Northern Equipment Trust of 1970, Series 2.

A general description of the equipment covered by the enclosed Supplemental Lease of Equipment is as follows: 30' Wide Vision All Steel Caboose Car, PACCAR Inc., Builder, road No. BN 12299.

The lease constituting Burlington Northern Equipment Trust of 1970, Series 2 was recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on December 21, 1970 and was assigned recordation No. 5909.

The names and addresses of the parties to the supplemental lease supplementing the above equipment trust are as follows:

Continental Illinois National Bank and Trust
Company of Chicago, 30 North LaSalle Street,
Chicago, Illinois 60693, as Trustee

Burlington Northern Inc., 176 East Fifth Street,
St. Paul, Minnesota 55101, as Lessee

Also enclosed is a check in the amount of \$10 payable to you as Secretary of the Commission covering the cost of recording the attached supplemental lease.

RECORDED
OCT 22 1979
FEDERAL BUREAU OF INVESTIGATION
U.S. DEPARTMENT OF JUSTICE

Joe Jork
Burlington Northern

Office of the Secretary
October 17, 1979
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Please stamp one counterpart with the recordation data of the Commission and return it to the bearer of this letter, Mrs. Carolyn H. Kunkel, Kunkel Transportation Services, Inc., Pennsylvania Building, Suite 523, 435 - 13th Street, N.W., Washington, D.C. 20004.

Very truly yours,

A handwritten signature in black ink, appearing to read "J. Becker", written over the closing "yours,".

James W. Becker
Assistant General Solicitor

JWB:bk

Enclosures

RECORDATION

5909-6
Filed 1425

OCT 22 1979 3 45 AM

Executed in 7 Counterparts of 45 AM
which this is Counterpart No. 4
INTERSTATE COMMERCE COMMISSION

BURLINGTON NORTHERN EQUIPMENT TRUST OF 1970, SERIES 2

Supplemental Lease of Equipment

AGREEMENT dated as of the 1st day of October, 1979, between CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association duly organized and existing under the laws of the United States of America (hereinafter called the "Trustee"), party of the first part, and BURLINGTON NORTHERN INC., a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called the "Company"), party of the second part,

WHEREAS, by a certain Agreement dated as of December 15, 1970, executed by Burlington Equipment Company, Vendor, Continental Illinois National Bank and Trust Company of Chicago, Trustee, and the Company, there was established "Burlington Northern Equipment Trust of 1970, Series 2"; and

WHEREAS, by the terms of a certain Lease of Railroad Equipment dated the 15th day of December, 1970, between the parties hereto, the Trustee did lease to the Company the railroad equipment described on page three of said Lease; and

WHEREAS, certain of the cars included in the railroad equipment so described have been destroyed by

accident and the Company pursuant to Article Seventh of said Lease, pending replacement of such destroyed equipment, has deposited, in cash, with the Trustee the fair value as of the date of destruction of the Trust Equipment destroyed; and

WHEREAS, pursuant to the provisions of said Agreement and Lease, there is being transferred to the Trustee for replacement purposes, title to one (1) 30' Wide Vision All Steel Caboose Car bearing Burlington Northern road No. BN 12299 which is to be delivered to the Company as part of the equipment included in said Trust; and

WHEREAS, pursuant to said Article Seventh of said Lease, the parties desire to subject said 30' Wide Vision all Steel Caboose Car to the terms and conditions of said lease;

NOW, THEREFORE, it is agreed:

1. That pursuant to the provisions of Article Seventh of said Lease of Railroad Equipment dated the 15th day of December, 1970, the Trustee has let and leased and does hereby let and lease, to the Company said one (1) 30' Wide Vision All Steel Caboose Car bearing Burlington Northern road No. BN 12299, under and subject to all the terms and conditions of said Lease of Railroad Equipment dated the 15th day of December 1970, and the Company does

hereby agree to accept delivery and possession of said 30' Wide Vision All Steel Caboose Car thereunder.

2. Said car No. BN 12299 shall be deemed to be a portion of the Trust Equipment leased by the Trustee to the Company under said Lease in all respects as if the same had been so delivered to the Company simultaneously with the execution and delivery of said Lease, and shall be subject to all the terms and conditions of that certain Agreement dated December 15, 1970, among Burlington Equipment Company, Vendor, Continental Illinois National Bank and Trust Company of Chicago, Trustee, and Burlington Northern Inc., annexed to and made a part of said Lease.

3. It is understood and agreed that except as otherwise provided in said Lease dated December 15, 1970, the title to and ownership of said car No. BN 12299 shall be reserved to and remain in the Trustee, notwithstanding the delivery of the same to and the possession and use thereof by the Company.

4. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Lease or the due execution hereof by the Company or for or in respect of the correctness of the recitals of fact contained herein, which recitals are made by the Company.

5. This Supplemental Lease may be executed simultaneously or from time to time, in several counterparts and each counterpart shall constitute a complete original instrument, and it shall not be necessary in making proof of this Supplemental Lease or any counterpart hereof to produce or account for any of the other counterparts.

IN WITNESS WHEREOF, the Trustee and the Company, pursuant to due corporate authority, have caused these presents to be signed and their respective corporate names and their respective corporate seals to be affixed hereto and attested, as of the day and year first above written.

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO,
as Trustee

By 
Vice President

(SEAL)

ATTEST:

By 
Trust Officer

BURLINGTON NORTHERN INC.

By 
Vice President and Treasurer

(SEAL)

ATTEST:


Assistant Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 15 day of _____, 1979, before me personally appeared DONALD W. ALFRED, to me personally known, who being by me duly sworn, says that he is a Vice President of Continental Illinois National Bank and Trust Company of Chicago, that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Hazel Ivaz

Hazel Ivaz

(SEAL)

My Commission Expires December 6, 1981

STATE OF MINNESOTA)
) SS
COUNTY OF RAMSEY)

On this *9th* day of *October*, 1979, before me personally appeared R. C. Burton, Jr., to me personally known, who being by me duly sworn, says that he is Vice President and Treasurer of Burlington Northern Inc., that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(SEAL)

J. H. McCarthy

